

1 Howard & Howard Attorneys PLLC
2 Robert L. Rosenthal, Esq.
3 NV Bar No. 6476
3800 Howard Hughes Pkwy., Ste. 1400
Las Vegas, NV 89169
4 Telephone: (702) 257-1483
5 Facsimile: (702) 567-1568
6 E-Mail Address: rlr@h2law.com
Attorneys for Defendants

7
8 **UNITED STATES DISTRICT COURT**
9
DISTRICT OF NEVADA

10 RANDY DOSSAT, an individual

11 Plaintiff,

12 vs.

13 HOFFMANN-LA ROCHE, INC. dba ROCHE
14 LABS, a New Jersey Corporation; ROCHE
15 LABORATORIES, INC., a corporation,
DOES 1 through 10, inclusive, ROES
16 CORPORATIONS/ENTITIES 1 through 10
inclusive,

17 Defendants.

18 Case No.: 2:09-CV-00245-KJD-PAL

19
20 **DEFENDANTS' ERRATA TO**
DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT EXHIBITS

21 On April 30, 2010 a Motion for Summary Judgment was filed in which **Exhibit E**
22 was inadvertently filed as Exhibit F. A copy of Exhibit E and Exhibit F are attached hereto.

23 Dated: May 3, 2010

Howard & Howard Attorneys PLLC

24 By:/s/ Robert L. Rosenthal

25 Robert L. Rosenthal, Esq.
3800 Howard Hughes Parkway, Suite 1400
26 Las Vegas, Nevada 89169
27 Attorneys for Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 3rd day of May, 2010, I served the above
**DEFENDANTS' ERRATA TO DEFENDANTS' MOTION FOR SUMMARY
JUDGMENT EXHIBITS** through the CM/ECF system of the United States District Court
for the District of Nevada (or, if necessary, by U.S. Mail, first class, postage pre-paid), upon
the following:

Esteban-Trinidad Law, P.C.
M. Lani Esteban-Trinidad
4315 N. Rancho Drive, Suite 110
Las Vegas, Nevada 89130

Attorney for Plaintiff

/s/ Barbara J. Dunn
An Employee of Howard & Howard

Howard & Howard Attorneys PLLC
3800 Howard Hughes Pkwy., Ste. 1400
Las Vegas, NV 89169
(702) 257-1483

EXHIBIT E



The Disability Program At A Glance

Short Term Disability (STD)

- Continues either all or a portion of your base pay, depending on the length of your disability, for absences due to non-occupational illness or injury.

Weeks of STD Benefit	Percentage of Base Pay Received
Week 1 through Week 12	100%
Week 13 through Week 26	75%

- Coordinated with state-mandated temporary disability benefits where required.
- Employees working in locations where temporary disability benefit laws are in effect pay the applicable disability tax rate through regular payroll deductions.
- Medical certification required.
- Disability claims are subject to review and approval by the Plan Administrator.
- Failure to provide medical certification when required may result in denial or discontinuation of disability benefits.
- STD benefits will end if an employee becomes eligible to apply for LTD benefits.

Long Term Disability (LTD)

- Pays benefits after 182 days of Total Disability if claim is approved.

Basic LTD – 60% of Base Pay

- Paid for by Roche.
- If claim is approved, continues 60% of monthly base pay less income from certain Other Sources, such as Social Security, and applicable taxes and withholdings.

Supplemental LTD – additional 10% of Base Pay

- Employee paid—cost is \$.20 per \$100 of annual base pay.
- Eligible Employees can enroll anytime but if enrollment occurs after first 31 days of eligibility, Preexisting Condition Limitation applies.
 - If claim is approved, continues an additional 10% of monthly base pay for a total of 70% (less income from certain Other Sources and applicable taxes and withholdings) from both Basic and Supplemental parts of the Plan.
- LTD claims are subject to review and approval by the Claims Administrator selected by the Company.



EXIT





The Disability Program At A Glance (Continued)

The Roche Organ Donation Income Protection Program (RODIPP)

- Provides income protection during a period of disability for employees who choose to donate an organ (including bone marrow).
- Coordinated with other income protection to provide, in total, 100% income replacement.
- Any amounts paid under the RODIPP are not charged against your eligible STD benefits.

The preceding information is not meant to be a complete description of the Disability Program. Certain requirements, exclusions, and limitations may apply to all of the above. Please refer to the following Summary Plan Description for further details.



Important
Information

The Disability Program

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The Disability Program

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The Disability Program

Short Term Disability

Short Term Disability coverage is provided through the Temporary Disability Plan of Hoffmann-La Roche, Inc. This portion of the disability program is referred to in this section as "STD."

ELIGIBILITY REQUIREMENTS AND COVERAGE EFFECTIVE DATE

Eligible Employees:

All Employees are eligible for coverage on their first full day of Active Work (except that Post-Doctoral employees are not eligible for STD coverage, but are eligible for state-mandated temporary disability benefits if applicable).

EMPLOYEE CONTRIBUTIONS

In general, there is no cost to you for STD coverage. However, employees working in locations where temporary disability benefit laws are in effect pay the applicable disability tax rate through regular payroll deductions.

AMOUNT OF STD BENEFITS

If you are unable to perform the duties of your job due to non-occupational illness or injury, STD may continue all or a portion of your base pay for a maximum of 26 weeks. Base pay does not include bonus, variable pay awards, special recognition awards, commissions, overtime, shift premium, or other extra pay. If you are an Eligible Part-Time Employee, STD benefits are prorated based on the number of hours you are regularly scheduled to work each week. The benefit schedule is shown below.

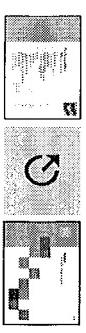
STD Benefit Schedule

Employees are eligible to receive a maximum of 26 weeks of paid STD if they are absent from work in connection with their own non-occupational illness or injury according to the following schedule:

Weeks of STD per Year	Percentage of Base Pay Continued
Week 1 through Week 12	100%
Week 13 through Week 26	75%

If full salary continuation (100% of base pay) is exhausted, the greater of 75% of base pay or state-mandated disability benefits will be provided for the remainder of the 26 weeks or any longer period required by the applicable law. In locations where there are requirements to provide temporary disability coverage for a period of more than 26 weeks, local law will apply.

*The disability program
is made up of STD
coverage, Basic LTD,
and Supplemental
LTD.*



If your STD extends over the change between calendar years (through and including the first business day of the new year) the earlier year's 26 week STD benefit will carryover into the new year, with no "refreshment" of your STD benefit amount in that new year, unless and until you return to active work for at least one full day in the new year.

If you do return to active work in the new year for at least one full day, the number of weeks of STD you already received in the beginning of the new year will be deducted from the 26 week STD benefit for that new year, at the rate(s) you were paid for those weeks (i.e., 100% or 75%).

For example, if you receive STD benefits for the last 10 weeks in 2009 and the first 10 weeks in 2010, once you return to active work for at least a day in 2010 you will already have used 2 weeks at 100% in 2010, leaving 10 remaining weeks coverage at 100% in 2010. You will also have used 8 weeks at 75% in 2010, leaving a remainder of 6 weeks at 75% in 2010 (14 weeks at 75% minus 8 weeks at 75% actually used).

Eligible Employees scheduled to work at least 30 hours per week whose absence extends beyond the maximum 26 weeks (182 days) payable under STD may be eligible to apply for Long Term Disability (LTD) benefits. Please refer to the Long Term Disability section on page 4 for additional information.

Coordination with State and Other Disability Income Plans

STD benefits will be coordinated with any benefits you receive from a state or commonwealth temporary disability plan, or a Company-sponsored voluntary disability plan that is in compliance with state law, to ensure that your benefit will never be less than that mandated by state or commonwealth law or more than your base pay. The terms "state-mandated" or "state disability" refer to the minimum level of coverage required by California, Hawaii, New Jersey, New York, Puerto Rico and Rhode Island. While receiving STD benefits, you also may be eligible to receive benefits from Social Security, Workers' Compensation, or other federal or state income plans. The income you receive from all of the above listed sources will be offset against the STD benefits you are due under the STD Benefit Schedule.

You must apply for any disability income benefits from other sources that you may be entitled to receive. If the Company determines you are eligible to receive any of these benefits but did not apply for them, the Company reserves the right to discontinue STD benefits or to reduce your STD benefits by the estimated disability income benefits payable from other sources.

When payments from another source begin, you must notify the Company about the source of payment and the payment amount.

HOW TO OBTAIN STD BENEFITS

Reporting An Absence

Whenever you are absent due to illness or injury, you must:

- Call your supervisor in advance or as close as possible to the time you normally report to work.
- Report your absence to the appropriate Human Resources, Occupational Health, or Employee Health Services department in accordance with your Company's policy.

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- Roche Palo Alto LLC employees must call Occupational Health at (650) 855-6127 when claiming STD of more than 3 consecutive business days, or if hospitalized overnight.
- Roche Colorado Corporation employees must call your local Human Resources Department when claiming STD of more than 3 consecutive business days, or if hospitalized overnight.
- All other employees must call 1-877-ROCHE-EE on your first day of absence. If your absence extends beyond three (3) days and you did not previously report such length of absence, you must again call on your 4th day of absence.

- **If you are unable to return to work on your estimated return to work date, you must again notify the appropriate department to provide updated information on your condition.**

Medical Certification

Depending on the length of your absence, medical certification of your disability satisfactory to the Plan Administrator may be required. Failure to provide required medical certification in the form and within the time specified by the Plan Administrator and/or your Employer will lead to delay in or denial of your disability benefits and possible disciplinary action.

Return to Work with Restrictions

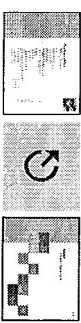
Where business needs permit, Employees who have had a major or extended illness, as certified by their physician, may be permitted to return to work on a reduced schedule and/or reduced duties ("restricted work") for a reasonable but limited period which will gradually increase to the regular work schedule. In these cases, the restricted work shall be established with local management. Such employees will be paid for their regularly scheduled number of hours in the workday at base pay plus shift premium, if applicable, regardless of the actual number of hours worked. Shift premium, if applicable, will only be paid when the employee actually works on a second, third, or irregular shift. These payments will be made without regard to eligibility for STD; however, the time absent from work will be counted towards eligible leave under the Family Medical Leave Act. The continuing feasibility of any restricted work or alternate job permitted under this policy shall be reviewed periodically based on the particular circumstances of each situation.

Family and Medical Leave Act (FMLA)

Employees who have at least one year of service are covered under the Family and Medical Leave Act (FMLA) for 12 weeks of disability during a calendar year. Employees who are on STD beyond their FMLA period do not have a guarantee of employment once their disability goes beyond their FMLA period.

THE ROCHE ORGAN DONATION INCOME PROTECTION PROGRAM (RODIIPP)

The Income Protection program provides income protection during their period of disability to employees who choose to donate an organ (including bone marrow). This program is coordinated with other income protection to provide, in total, 100% income replacement. Any amounts paid under the RODIIPP are not charged against your eligible STD benefits.





Long Term Disability

Long Term Disability coverage is provided through the Long Term Disability Plan. This portion of the disability program is referred to in this section as "LTD".

ELIGIBILITY REQUIREMENTS

Eligible Employees:

All Employees who are scheduled to work at least 30 hours per week are eligible for Basic LTD and eligible to purchase Supplemental LTD (except that Post-Doctoral employees are not eligible for LTD coverage).

ENROLLMENT AND COVERAGE EFFECTIVE DATES

Basic LTD coverage is provided to Eligible Employees on their first full day of Active Work.

You may enroll in Supplemental LTD at any time after the date you first become eligible. However, if you do not enroll within your first 31 days of eligibility, you will become subject to the Preexisting Condition Limitation described on page 6 of this section.

EMPLOYEE CONTRIBUTIONS

Basic LTD coverage is non-contributory; the entire cost is paid by the Company. Employees who enroll in Supplemental LTD coverage pay the cost of the coverage through payroll deductions. The cost of this additional coverage is \$.20 per \$100 of annual base pay (rate subject to change).

For example: if your annual base pay is \$50,000, the cost of Supplemental LTD coverage will be \$100 per year (\$50,000 X .20 ÷ 100). This amount would be deducted in even increments from each of your paychecks on an after tax basis.

ELIGIBILITY FOR LTD BENEFITS

Generally, the same eligibility rules apply to both Basic and Supplemental LTD except that Supplemental LTD includes an additional preexisting condition limitation (see page 6) that does not apply to Basic LTD. You must meet eligibility requirements, file a claim for benefits, and your claim must be approved before any benefits are payable under either coverage.

The Elimination Period

Eligible Employees may receive LTD benefits if they meet all Plan requirements on a timely basis and remain Totally Disabled for the duration of a 182-day "Elimination Period" in which days are counted by either method, set forth below, that results in earliest satisfaction of the Elimination period:

LTD.



Wherever the terms "LTD Plan" or "LTD benefits" are used, these terms refer to provisions or requirements that apply to both Basic and Supplemental LTD.



1. 182 consecutive days of Total Disability in one continuous period, or within successive periods of Total Disability that do not include

a period of return to Active Work* for at least 31 calendar days (For Roche Palo Alto LLC and Roche Colorado Corporation employees, the first day of any such 182 day period will not be earlier than January 1, 2009.), or

2. 182 calendar days of Total Disability in any consecutive 365 calendar day period (For all except Roche Palo Alto LLC or Roche Colorado Corporation employees, the first day of such consecutive 365 day period will not be earlier than January 1, 2009.)

Regardless of the method used, however, a period of Total Disability that lasts for less than 4 days and would otherwise coincide with the end of the Elimination Period shall not be used to satisfy the final day of the Elimination Period (day 182).

In no case shall an employee receive LTD benefits until their employment termination date in instances where termination occurs after the 182-day Elimination Period.

*For this method of counting Elimination Period days, "Active Work" must be in the same job you were performing prior to the first period of Total Disability.

You must be capable of performing, and actually performing, all of the functions of this same job for the same number of regularly scheduled hours ("regular work"). Where successive periods of Total Disability are counted as one period of Total Disability, any days you are scheduled to perform and do perform any restricted work on behalf of your Employer will not count toward the Elimination Period and will not prevent days within the Elimination Period from being treated as consecutive.

Employment Status after Elimination Period

Your employment status after the LTD Elimination Period is determined in accordance with the applicable Company policy regardless of whether your LTD claim is approved. If after your employment is terminated, you subsequently recover from your disability, and you wish to return to work, you must apply for reemployment at the Company. There is no guarantee of reemployment.

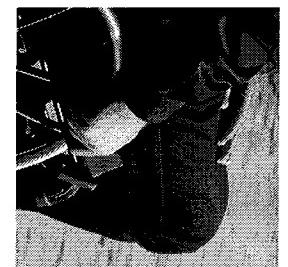
Definition of Total Disability

For LTD purposes, "disabled" or "disability" means that due to sickness, pregnancy, or accidental injury, you are receiving the appropriate care and treatment from a doctor on a continuing basis; and:

- *During the Elimination Period:* You are unable to perform the material duties of your regular occupation.
- *During first two years of LTD:* You are unable to engage in Gainful Employment. Gainful Employment is defined as performing the functions of any job that would provide you with earnings of at least 80% of your pre-disability compensation (taking into account your training, education, and experience).
- *After the first two years of LTD:* You are completely unable to perform the material duties of any job for which you are or may become qualified.

At all times, you are disqualified from receiving LTD benefits if you are engaged in any occupation or employment for wage or profit, unless the Claims Administrator has pre-approved the work as rehabilitative employment.

EXIT



Appropriate Care and Treatment

"Appropriate care and treatment" means medical care and treatment that meets all of the following:

- It is received from a properly licensed doctor whose medical training and clinical experience are suitable for treating your disability;
- It is necessary to meet your basic health needs and is of demonstrable medical value;
- It is consistent in type, frequency, and duration of treatment with relevant guidelines of national medical, research, and health care coverage organizations and government agencies;
- It is consistent with the diagnosis of your condition; and
- Its purpose is maximizing your medical improvement.

Limitations that May Apply to LTD Coverage

For employees hired on or after January 1, 2009, no **Basic or Supplemental LTD** benefits are payable for any disability that commences within the first 12 months of employment by the Company and that results from:

- a Mental Health/Nervous disorder or disease;
- an Alcohol and/or Substance Abuse disability; or
- a musculoskeletal or soft tissue disorder.

Employees who purchase **Supplemental LTD** coverage more than 31 days after the day they first become eligible also are subject to a *limitation for a Preexisting Condition*, as *defined below*, unless the employee has been covered by the Supplemental LTD program for the 12 consecutive months immediately preceding the day the disability commences. The Preexisting Condition limitation does not apply to Supplemental LTD for anyone who purchases such coverage within 31 days of the date they first become eligible or who have been enrolled in Supplemental LTD for more than 12 consecutive months.

A Preexisting Condition is defined as any injury, sickness, or pregnancy for which the employee:

1. received medical treatment, consultation, care, or services; or
2. took prescription medications or had medications prescribed; or
3. had symptoms or conditions which would cause a reasonably prudent person to seek diagnosis, care, or treatment within the six months immediately preceding the date the employee enrolled for Supplemental LTD coverage.

HOW TO OBTAIN LTD BENEFITS

If it appears that your Total Disability will last longer than the Elimination Period, you should begin the application process for LTD benefits after your third or fourth month of disability in order to avoid a delay in the payment of approved LTD benefits.

The STD Plan Administrator can supply you with the necessary claim form. The claim form must be completed by you and your physician and returned to the LTD Claims Administrator no later than 15 days after your LTD Effective Date (the first day following the end of the Elimination Period or your date of termination, whichever is later). The Claims Administrator will not consider applications



Helpful hint:
In order to avoid a preexisting condition limitation, consider enrolling in Supplemental LTD coverage within the first 31 days of becoming eligible.

Helpful hint:
Don't delay your application for LTD benefits. Begin the application process after your 3rd or 4th month of disability.



filed more than 15 days after your LTD Effective Date unless it was not reasonably possible to file the claim within that time, and the claim was filed as soon as reasonably possible. You must also file a claim for Social Security disability benefits at this time. Your claim will be referred to a Social Security Advocacy vendor to assist you in applying for Social Security if your LTD claim is approved.

Review and Determination Of Your Claim

You must submit sufficient evidence to support that you are Totally Disabled. Your claim will be reviewed by the Claims Administrator who will determine if you are Totally Disabled based on information supplied by your physician and by a physician or nurse case reviewer selected by the Claims Administrator. You may be required to have an Independent Medical Exam (IME) with a physician appointed by the Claims Administrator. If approved, the Claims Administrator will review your claim periodically to determine whether you are still eligible for benefits. You will be required to participate in IMEs and/or provide other medical evidence periodically. Failure to provide such medical evidence of continuing Total Disability or to submit to an IME when requested will result in denial or discontinuation of LTD benefits. If you fail to appear for a scheduled IME, you may be required to reimburse Roche for any applicable charges incurred.

AMOUNT OF LTD BENEFITS

If your claim is approved and you remain Totally Disabled, you will be eligible to receive a monthly benefit from the Plan. The amount of your benefit will be a combination of Basic LTD and Supplemental LTD benefits for which you are eligible.

Basic LTD Amount

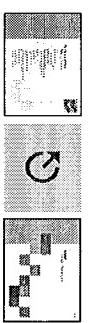
If your claim is approved, your monthly Basic LTD benefit amount will be 60% of the monthly base pay you were earning on the day before your Total Disability began, less income from *Other Sources* as defined below and applicable taxes and withholdings.

Supplemental LTD Amount

If you are enrolled in Supplemental LTD on the day you become Totally Disabled and your claim is approved, your monthly Supplemental LTD benefit will be 10% of your monthly base pay on the day before your Total Disability began. Therefore, Eligible Employees whose Supplemental LTD claims are approved will receive a combined benefit of 70% of monthly base pay from the Basic and Supplemental portions of the Plan, less income from *Other Sources* as defined below and applicable taxes and withholdings.

Offset For Income From Other Sources

Basic and Supplemental LTD benefits will be reduced by income you are eligible to receive from *Other Sources* so that the total income you receive from the LTD Plan and these *Other Sources* does not exceed 60% (or 70% if you are eligible to receive Supplemental LTD payments) of your base pay.



***Other Sources include:***

- 50% of wages or salary earned for pre-approved rehabilitative employment after the first 24 months following your LTD Effective Date;
- disability or retirement income payable under any governmental program, based on the Family Benefits, if applicable, including but not limited to: federal Social Security Act, Canada Pension Plan, any government pension or disability plans, or the Canada Old Age Security Act;
- income payable under any Workers' Compensation Law, Occupational Disease Law, or any other legislation of similar purpose;
- disability income provided under any compulsory benefit act or law or from the Veterans' Administration;
- any income provided under the Railroad Retirement Act; the Armed Services, or any other governmental disability (including state-mandated temporary disability) or retirement program;
- benefits payable from any voluntary disability insurance plan, or from any state disability insurance plan;
- benefits payable under any unemployment insurance law or program;
- benefits payable from maritime maintenance and cure;
- benefits payable under no-fault automobile laws or from a third-party recovery;
- any retirement or disability income received from any retirement plan or group insurance plan maintained by the Company or any Roche affiliate (if such retirement or disability income is paid as a lump sum, LTD benefits will be suspended until the monthly equivalent of such lump sum payment has been exhausted); and
- any severance payment received from any Severance Pay policy provided by the Company or any Roche affiliate (if such severance payment is paid as a lump sum, LTD benefits will be suspended until the monthly equivalent of such lump sum payment has been exhausted).

The amount payable for each day of any period of Total Disability which is less than a full month shall be determined as one-thirtieth (1/30) of the monthly amount normally payable under the Plan.

You must apply for any disability benefits from these other sources that you may be eligible to receive. If the Company determines that you are eligible but did not apply, the Claims Administrator will estimate the largest amount you could have received and will reduce your LTD benefit by that amount.

Estimated Social Security Offset

If you meet Social Security's requirement for disability benefits, you may become eligible for Social Security benefits after five months of disability. You should file for Social Security benefits as soon as you may become eligible. If, at the time the first LTD payment is made, Social Security has not made a determination on your claim, the LTD Plan will reduce your benefit by an estimated Social Security amount. The reduction will continue to apply until you receive a decision on your claim from Social Security. If Social Security benefits are initially denied in writing by the Social Security Administration but you have not yet received a final determination by the Administrative law judge, you may request, by signing a Reimbursement Agreement and authorization for the Social Security Administration to release information on awards directly to the Claims Administrator, and providing proof that you have applied for



Once you've been receiving Social Security Disability benefits for 24 months, Medicare becomes your Primary Medical Insurance carrier, and Roche will become the secondary payer of medical benefits.

Social Security disability benefits, that the Plan advance you an amount equal to your estimated Social Security benefit for the period commencing with your LTD Effective Date and ending when your final appeal is decided by Social Security. Any such advance by the Plan will be made with the understanding that:

- you will promptly appeal any Social Security denial at least through the formal Administrative hearing level;
- you will notify the Plan immediately of any Social Security award;
- you will repay the LTD Plan the gross amount of any retroactive Social Security benefits you are awarded (including any attorney's fees that may be payable from the award) with respect to any period for which you receive an unreduced benefit from the Plan; and
- after any award is made, your prospective LTD Plan benefits will be reduced to reflect any periodic Social Security payments.

LTD Plan benefits are not affected by:

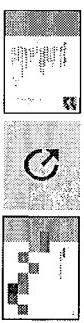
- Any cost-of-living increases in these benefits after the later of January 1, 2005 or the date your plan benefit payments begin. The only changes that would affect your benefit amount are changes to correct an error or to adjust the Social Security benefit amounts considered because of a change in the number of family members eligible for Social Security benefits.
- Group credit or mortgage disability insurance benefits.
- Individual insurance policies.
- Any sources other than those listed above.

If any of the benefits considered are paid as a lump sum, LTD benefits will be suspended until the monthly equivalent of such lump sum payment has been exhausted.

DURATION OF BENEFITS

If your claim is approved, the LTD Plan will pay benefits beginning on the first day following the end of your Elimination Period through the earliest of the date:

1. you are no longer Totally Disabled; or
2. 24 months after the end of your Elimination Period, if your Total Disability results from any of the following:
 - a) Any Mental health/Nervous disorder and/or disease. Mental or nervous disorder or disease due to schizophrenia, dementia or other organic brain disease is not subject to the 24-month limitation period.
 - b) Alcohol and/or Substance Abuse including dependency or addiction, or any mental disorder or disease which results from or is related to alcohol and/or substance abuse. In addition, to be eligible to receive any benefits from the LTD Plan you must actively be participating in a rehabilitation program recommended and monitored by a physician.
 - c) Any musculoskeletal, unspecified or non-verifiable neuromuscular, or soft tissue disorder including but not limited to chronic fatigue syndrome and related conditions, and fibromyalgia and related conditions. Neuromusculoskeletal and soft tissue disorder with evidence of seropositive arthritis; spinal tumors, malignancy, or vascular malformations; radiculopathies; myelopathies; traumatic spinal cord necrosis; or musculopathies is not subject to the 24-month limitation period; or





3. you fail to provide requested proof of your continued disability or of other income sources; or
4. you fail to comply with any reasonable treatment and/or vocational rehabilitation protocols based on recommendations made by any IME physician, physician or nurse case reviewer selected by the Claims Administrator; or
5. you become a Retiree; or
6. you are unavailable for work not resulting from your disability; or
7. the date you are incarcerated because of a criminal conviction; or
8. you do not meet any other requirement of the Plan; or
9. you die; or
10. you are engaged in any occupation or employment for wage or profit, unless the Claims Administrator has pre-approved the work as rehabilitative employment; or
11. that is the end of the month coincident with the date the maximum benefit period ends as defined by the chart below:

Age At Initial Enrollment	Benefits Payments
63 or younger	At age 65
64 through 74	After 1 Year
75 or older	After 6 Months

IMPORTANT!!!

Compliance

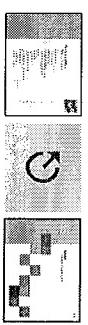
With Treatment

Recommendations

You will not be eligible to receive LTD benefits if it determined that you are not complying with reasonable treatment and/or vocational rehabilitation recommendations.

RETURNING TO WORK AFTER YOUR LTD EFFECTIVE DATE

If you recover from your Total Disability after your LTD Effective Date and wish to return to work at Roche, you must apply for reemployment. There is no guarantee of reemployment. If you apply and obtain a position at Roche within 90 days of your date of recovery, your employment will be reinstated to your most recent date of hire prior to your LTD Effective Date. If you obtain a position at Roche more than 90 days after your date of recovery, you will be considered a rehired employee.



What The Disability Program Does Not Cover

The STD Plan will not cover any injury or sickness:

- for which you are not treated by a duly qualified physician; or
- if you are incarcerated because of a criminal conviction or if you commit and become disabled due to an illness or injury in any way caused by the commission or attempted commission, arrest, investigation, or prosecution of any crime that results in a felony conviction.

STD benefits will end if you become eligible for LTD benefits.

The LTD Plan will not cover disabilities resulting from:

- War, or any act of war, whether war is declared or not, including insurrection, rebellion, or participation in a riot;
- Service in the armed forces of any country;
- Attempted suicide and/or an intentionally self-inflicted injury;
- Any injury or sickness for which you are not treated by a duly qualified physician;
- Any injury or sickness in any way caused by the commission or attempted commission, arrest, investigation, or prosecution of any crime that results in a felony conviction;
- Any injury or sickness which arises subsequent to the commencement of LTD Plan benefits;
- A Mental Health/Nervous disorder or disease, an Alcohol and/or Substance Abuse disability, or a musculoskeletal or soft tissue disorder that commences within the first 12 consecutive months of employment by the Company (for employees hired on or after January 1, 2009);
- A Preexisting Condition as defined on page 6; or
- Any condition that was not disabling at the time of, and listed on, your original LTD application form.

Misrepresentation or falsification of claims, like any other falsification of records, is a serious disciplinary offense which could jeopardize your employment. The other penalties for providing incomplete, false, or inaccurate information may include the denial of payment of benefits, suspension of coverage in the Plan, and/or other legal action.

Continuing Other Benefits During Disability

The Medical/Prescription, Dental, Post-Employment Healthcare, Vision, FSA, Life, Retirement, and Savings Plan sections of this Handbook address what happens to your coverage under each of those Plans while you are eligible for and receiving LTD benefits.



Other benefits may be received while you receive disability benefits. See "what happens to your coverage if your status changes" within each section of this Handbook for details.

What Happens To Your Disability Coverage If Your Status Changes

You are on an approved leave of absence other than military or educational leave.	Coverage continues for up to 4 weeks from the beginning of your leave and is then discontinued. If you wish to continue Supplemental LTD coverage during this 4-week period, you must make the required contributions.
You are on military leave.	Coverage continues for up to 2 months from the beginning of your military leave, subject to exclusions for injuries due to service in the Armed Forces or in war. If you wish to continue Supplemental LTD coverage during this 2-month period, you must make the required contributions. The 2-month time period may be extended at the Company's discretion in the event of certain military actions. Upon your return to work, your group coverage will be reinstated in accordance with applicable federal law governing the reemployment rights of veterans.
You are on educational leave.	If you are on an approved undergraduate or graduate educational leave, short term and long term disability coverage will be suspended for the entire duration of the leave.
Your employment terminates or you otherwise no longer meet the definition of Eligible Employee.	Coverage generally ends on the date you cease to be an Eligible Employee. If you are Totally Disabled on the date you cease to be an Eligible Employee, you may be eligible to apply for LTD benefits if you satisfy the Plan's Elimination Period. If you become disabled within 2 weeks after the date you cease to be an Eligible Employee, you may be eligible to apply for temporary disability benefits but will not be eligible for LTD benefits.

If A Claim Is Denied

The procedures for filing claims for STD and LTD benefits are explained earlier in this section. The Company is responsible for the determination of STD and self-insured state-mandated temporary disability claims. The LTD Claims Administrator is responsible for the determination and review of LTD claims.

The LTD Claims Administrator will have up to 45 days to decide on an initial claim, but may have up to two 30-day extensions where extensions are necessary due to matters outside the Claims Administrator's control. Should the Claims Administrator inform you that you have not submitted all necessary information for it to review your claim, you will have at least 45 days to provide the information, during which time the deadlines for the Claims Administrator's action will be suspended.

If your claim is denied, or the Claims Administrator makes any other adverse benefit determination, you will have 180 days after receipt of notice of the Claims Administrator's action to file an appeal. The Claims Administrator will have up to 45 days to decide on the appeal, and may have up to one 45-day extension period where an extension is necessary due to matters outside the Claims Administrator's control.

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Your written appeal and any supporting documentation should be sent to:

Disability Management Alternatives, LLC
P.O. Box 1548
Farmington, CT 06034-1548

The decision of the Claims Administrator shall be final and binding.

How You Could Lose Benefits

The Disability Program is designed and maintained by the Company to give you a coordinated program of income protection. Yet, you should be aware that there are certain circumstances that could result in loss of benefits including but not limited to the following:

- If Roche no longer provides disability benefits to any of its employees, coverage will end.
 - If you transfer to an affiliated company that does not have a similar program, you may lose benefits.
 - If you die, coverage will end, and nothing is payable to any other party after your death.
 - If you do not provide medical certification for STD benefits within 10 days of the date you first become eligible or apply for LTD benefits within 15 days of the date you first become eligible, benefits may be lost.
 - If you do not furnish proof of your continued Total Disability or fail to comply with reasonable treatment and/or vocational rehabilitation protocols based on recommendations made by an IME physician, or a physician or nurse case reviewer selected by the Claims Administrator, or any other Plan requirement, benefits may be discontinued.
- Misrepresentation or falsification of claims, like any other falsification of records, is a serious disciplinary offense which could jeopardize your employment. The other penalties for providing incomplete, false, or inaccurate information may include the denial of payment of benefits, suspension of coverage in the Plan, and/or other legal action.

Other Information You Should Know

No Assignment Permitted

Benefits from the Disability Program are payable only to you. They cannot be assigned or attached.

No Guarantee Of Employment

The description of the Disability Program in this Handbook does not constitute a contract. This means that no promise of any kind is intended by the benefits described herein. Nothing in the Handbook or the Plans described in it gives, or is intended to give any person the right to be retained in the employment of the Company, or to interfere with the right of the Company to terminate the employment of any person.

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Discretionary Authority

Benefits under this Plan will be paid only if the Plan Administrator decides in its discretion that the applicant is entitled to them.

Future Of The Plan

The Company reserves the right to amend or terminate the LTD Plan at any time for any reason, and has discretionary authority to elect such amendment or termination effective with respect to all Plan participants, regardless of whether the participant has commenced receiving disability benefits under the Plan. The Company also reserves the right to increase premiums or change the portion of cost-sharing under the Plan at any time for any reason.

No amendment will be made to the LTD Plan that would:

- Permit any part of the income of the trust fund to be used for purposes other than for the benefit of the members of the LTD Plan and to pay expenses of the LTD Plan; or
- Increase the duties or liabilities of the trustee without the trustee's consent.

In the event of termination of the LTD Plan, the assets in the Fund shall be used first to provide disability income for all Totally Disabled Members then receiving or entitled to receive such income and for the payment of expenses, and any remaining assets less any charges and expenses payable from the Fund, shall be used to provide life, sick, accident or similar benefits for Members or their beneficiaries until the Fund is exhausted.

The Employee Retirement Income Security Act Of 1974, As Amended (ERISA)

The Disability Program is in compliance with ERISA. For information relative to your rights under ERISA, please refer to the "COBRA/ERISA/HIPAA" section of this Handbook.



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Other Important Information			
	STD	Voluntary Disability Insurance Plan	LTD
Plan Name	Temporary Disability Plan of Hoffmann-La Roche Inc.	US Employees Voluntary Disability Insurance Plan	Long Term Disability Plan of Hoffmann-La Roche Inc.
Plan Number	N/A	99-0512	505
Plan/Claims Administrator	Hoffmann-La Roche Inc. has full discretionary authority to administer, interpret, and determine eligibility for the STD program which is coordinated with state-mandated temporary disability benefits, governed by the laws of the applicable states/commonwealth.	Sedgwick CMS 3280 East Foothill Blvd. Suite 250 Pasadena, CA 91107	Disability Management Alternatives, LLC, P.O. Box 1548, Farmington, CT 06034-1548 ("DMA LLC") is the Claims Administrator and is a named fiduciary under the LTD Plan. As such, DMA LLC has full authority to administer, interpret, and determine benefit eligibility under the Plan (including, but not limited to handling initial claim determination, claims review at periodic intervals, and appeals) in addition to handling claims payment.
Plan Costs/ Funding	Benefits and Plan costs are generally paid by the Company out of its general assets. Certain benefits may be paid directly by the states of California, Hawaii, and Rhode Island, or by Puerto Rico, for employees located in those locations, or by the Voluntary Disability Insurance Plan for California employees. Employees located in states where temporary disability benefit laws are in effect contribute toward the cost of coverage according to the applicable state disability tax rate.	Employee premiums.	The Plan is funded through the Trust named below. Participating Roche companies pay the full cost of the Basic LTD Plan through contributions to the Trust. Supplemental LTD is funded through employee contributions.
Plan Trust	N/A	N/A	Roche Employee Welfare-Benefits Trust
Trustee	N/A	N/A	State Street Bank and Trust Company 200 Newport Avenue North Quincy, MA 02171
Plan Sponsor	Hoffmann-La Roche Inc. 340 Kingsland Street Nutley, NJ 07110-1199 (973) 235-7700	Roche Palo Alto LLC 3431 Hillview Avenue Palo Alto, CA 94304 (650) 855-5271	Hoffmann-La Roche Inc. 340 Kingsland Street Nutley, NJ 07110-1199 (973) 235-7700
Plan Sponsor's Employer I.D. Number (EIN)	22-0994270	77-0544570	22-0994270
Agent for Service of Legal Process	General Counsel Hoffmann-La Roche Inc. 340 Kingsland Street Nutley, NJ 07110-1199	CT Corporation Systems 700 Flower Street Suite 1010 Los Angeles, CA 90017	General Counsel Hoffmann-La Roche Inc. 340 Kingsland Street Nutley, NJ 07110-1199
Plan Year	January 1 - December 31		
Type of Plan	Welfare Benefit Plan		

EXIT



Participating Companies		
Short Term Disability	Voluntary Disability Insurance Plan	Long Term Disability
HLR Service Corporation	Roche Palo Alto LLC	HLR Service Corporation
Hoffmann-La Roche Inc.		Hoffmann-La Roche Inc.
Roche Carolina Inc.		Roche Carolina Inc.
Roche Colorado Corporation		Roche Colorado Corporation
Roche Finance USA Inc.		Roche Finance USA Inc.
Roche Holdings Inc.		Roche Holdings Inc.
Roche Laboratories Inc.		Roche Laboratories Inc.
Roche Madison Inc.		Roche Madison Inc.
Roche Molecular Systems, Inc.		Roche Molecular Systems, Inc.
Roche Palo Alto LLC		Roche Palo Alto LLC

Summary

The foregoing Summary Plan Description (SPD) for the Disability Program is a general summary of this program as currently in effect for the employees of the listed Participating Companies and supersede any other SPDs previously distributed. The SPD highlights Plan information and is intended to give you an overall understanding of the Plan without using the technical language that is required in the formal Plan documents. This SPD is not meant to interpret, extend, or change the Plan in any way. Every attempt has been made to ensure the accuracy of the information in this Handbook. However, if there is any discrepancy between the contents of this Handbook and the official Plan documents and contracts, the official Plan documents and contracts will always govern. The benefits described in this SPD are offered voluntarily and may be amended or terminated at any time. If you have any questions regarding this SPD or the Plan/program it describes, you should contact the Roche Pharma US Benefits Department at one of the telephone numbers listed in the Important Information section of this Handbook.



Appendix – Voluntary Disability Insurance Plan for California Employees of Roche Palo Alto LLC

If you are a Roche Palo Alto LLC employee working in California, California state law requires you to be covered under either California State Disability Insurance (SDI) or the Roche Palo Alto LLC Voluntary Disability Insurance (VDI) Plan. Both plans are designed to continue a part of your monthly pay for up to 52 weeks.

Plan Participation

You are eligible for the VDI Plan if you are a full-time or part-time employee who is:

- Working in California; and
- Not participating in California SDI.

If you are eligible for the VDI Plan, you begin participating in the plan automatically on your first day of employment unless you reject coverage in writing. If you reject the VDI Plan, you are automatically covered by California SDI.

Employees Not Eligible for the VDI Plan

You are not eligible for the VDI Plan if you work in a state other than California or if you participate in California SDI.

Plan Cost

You pay the full cost of coverage in the VDI Plan. The contribution amount is the same or less than the taxes you would pay for California SDI coverage (the actual contribution rate for VDI is set annually by the Company).

The contribution for SDI coverage is a percentage of the California taxable wage base. The taxable wage base is the part of annual pay taxed each year to provide California SDI coverage.

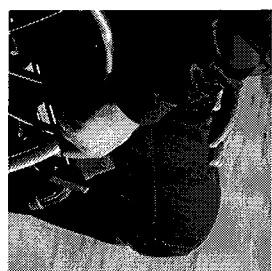
Both the SDI taxable wage base and the SDI contribution rate can change annually, as determined by the state of California. Your local office of the Employment Development Department can give you current information. Roche Palo Alto LLC will annually announce the contribution amount for VDI.

You pay the contribution for VDI Plan coverage through automatic, after-tax payroll deductions. Because you pay for coverage after taxes, any benefits you become eligible to receive from the VDI Plan are not taxable income to you.

Changing Your Participation Decision

You can stop participating in the VDI Plan by notifying Human Resources, in writing. You are automatically covered by California SDI on the first day of the next calendar quarter following the date you notified Human Resources of your desire to withdraw from the plan.

You can reenroll in the VDI Plan at any time by sending a written request to Human Resources. Your participation begins automatically on the first day of the second calendar quarter following the date you elected to reenroll.



Benefit Eligibility

The VDI Plan pays you a benefit if:

- You are unable to do your regular or customary work because of any physical or mental illness or injury, including pregnancy, childbirth, or medical conditions related to pregnancy and childbirth.
- A state or local health officer orders you, in writing, not to work because you are or you may be infected with a communicable disease; or
- You are participating as a resident in an alcoholic recovery program or drug-free residential facility program after referral by a physician.

Length of Time Benefits are Paid

VDI benefit payments begin on whichever of these days occurs first:

- The eighth consecutive day you are away from work because of illness, if you are not hospitalized, or because of an accidental injury.
 - The first full day you are hospitalized.
 - The first day you receive treatment in a hospital surgical unit or an approved surgical clinic, provided you are disabled for at least eight days because of the condition for which you received the treatment.
- If you are disabled for more than 14 days during any one disability benefit period, the waiting period, if any, will be waived. Payments are made through the Company's payroll system. Once benefit payments begin, they can continue for up to 52 weeks or until your disability ends, whichever occurs first.
- During the time you are receiving benefits, the Company has the right to ask for information verifying your continuing disability. The Company also has the right to require you to be examined by a physician. Your plan benefit will stop if:
- You or your physician does not provide the information requested;
 - You refuse to be examined by a physician; or
 - The information or the examination shows that you are no longer disabled.

Benefits During Alcohol or Drug Rehabilitation

The plan pays VDI benefits for up to 30 days during any one period of disability while you are a resident in an approved alcohol recovery program. An alcohol recovery program is considered approved if it satisfies a review of the Department of Alcohol and Drug Programs of California.

The plan pays benefits for up to 45 days during any one period of disability while you are a resident in a drug-free residential facility. Benefits begin on the first day you are a resident.





If a physician certifies the need for additional treatment, you may receive benefits for up to another 60 days while you are a resident in an alcohol recovery program or up to another 45 days while you are a resident in a drug-free residential facility.

For benefits to be paid, a competent medical authority must refer you to the necessary recovery program or residential facility. The same authority must certify the need for treatment beyond the 30- and 45-day maximums.

Benefit Amount

VDI Plan benefits are equal to 60% of your regular monthly salary immediately before you become disabled, subject to a weekly minimum and maximum amount.

For plan purposes, your regular monthly salary is your base pay during the last payroll period before your disability begins. It does not include overtime pay, bonuses, or other forms of additional compensation.

The plan has a weekly benefit minimum and maximum that are the same as the minimum and maximum on California SDI benefits. The weekly minimum and maximum are set each year by the state. Your local office of the Employment Development Department can give you information showing the minimum and maximum currently in effect.

After serving the seven-day waiting period, if you are disabled for less than a full week, you will receive one-seventh of the full weekly benefit for each day you are disabled.

Disabilities Not Covered Under the VDI Plan

The VDI Plan does not pay benefits under any of the following conditions:

- You do not provide a certificate of your disability from one of these health care providers:
 - A physician;
 - A surgeon;
 - An optometrist;
 - A dentist;
 - An osteopath;
 - A chiropractor;
 - A podiatrist;
 - A qualified licensed psychologist;
 - A state licensed and certified nurse-midwife and nurse practitioner, for normal pregnancy and childbirth disabilities;
 - A duly authorized medical officer of a medical facility of the U.S. government or the registrar of a county hospital; or
 - An accredited practitioner of a bona fide church, sect, denomination, or organization that depends for healing entirely upon prayer or spiritual means.



For benefits to be paid, the entity providing certification must be U.S. licensed and operating within both the constraints of his or her discipline and the scope of his or her practice. However, certification is not required if you submit evidence that you are receiving temporary disability benefits under a Workers' Compensation law.

- You are eligible for Workers' Compensation benefits equal to or more than the benefit you could receive from this plan. If you are eligible for Workers' Compensation benefits that are less than the benefit you could receive from this plan, your benefits from this plan are reduced by the amount of those Workers' Compensation benefits.
- You are receiving unemployment compensation.

- Your disability begins before you are eligible for coverage under this plan or after your coverage ends.

- You are absent for work because of confinement through a court order to an institution or a similar place as an alcoholic, a drug addict, or a sexual psychopath or because of other legal custody causing an absence from work.
- You are receiving wages, unless the sum of your plan benefit and your wages are below specified levels. Your local office of the Employment Development Department can give you more information.
- You knowingly make a false statement in order to obtain any benefits under this plan.
- You are incarcerated because of a criminal conviction or if you commit a crime and become disabled due to an illness or injury in any way caused by the commission of, arrest, investigation, or prosecution of any crime that results in a felony conviction.

Two or More Disabilities

If you recover from your disability and the same or a related condition occurs within the next 14 days, the plan treats that condition as the same disability for benefit purposes.

Benefits start on the first day you are absent. Both periods of disability count toward the same 52-week benefit payment period.

If two disabilities due to the same or a related cause occur more than 14 days apart, the plan treats the second condition as a separate disability. A new waiting period and a new 52-week benefit payment period apply.

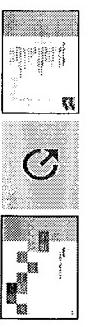
VDI Benefit Claims

Before any VDI benefits can be paid, you must submit a claim to the Claims Administrator. Your claim must be in writing and must include proof of your disability supported by a physician's certificate.

You should file your claim within 45 days of the first day you are eligible for VDI Plan benefits unless you have a good reason for a delay. If you are not able to submit your claim within 45 days, you should submit it as soon as possible.

If your claim should be denied, you may appeal to the California Development Department within 20 days after the denial notice is mailed to you. Your appeal must:

- Be in writing;
- Include your name;
- Include your Social Security number; and
- Include your reason for submitting the appeal.





When Your VDI Plan Coverage Ends

Your participation in the VDI Plan ends on the earliest of the date:

- Your employment with the Company ends (coverage ends at midnight).
- You no longer meet the plan's requirements for participation.
- You voluntarily stop participating. Participation in California SDI begins on the first day of the next calendar quarter after you withdraw from the VDI Plan.
- You have been on an unpaid leave of absence for more than 15 days. However, coverage continues during any time you are on a paid leave of absence.
- The Company ends the plan.

If you leave the Company and begin working for another California employer, you immediately have disability income protection under your new employer's disability plan whether that be a VDI Plan or the California SDI Plan. If you do not work for another employer, you are covered by California SDI. Your SDI coverage continues at no cost to you while you are unemployed.

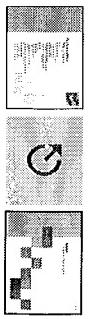
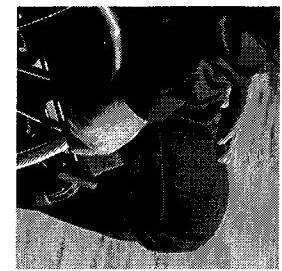
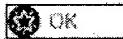


EXHIBIT F

The Employee Policies and Procedures Manual and the Employee Benefits Handbook (the "Manuals") are compilations of various policies, procedures, and benefits applicable to employees of the Company. They provide, as a convenient reference for our employees, the policies and procedures that generally govern employment issues and benefits available to employees. However, they are not intended to be all-inclusive or limiting in any way. Company management, in its sole discretion, may deviate from these policies and procedures from time to time and is not liable if it does so. In addition, the benefits described in the Manuals are offered voluntarily and may be amended or terminated at any time.

Neither this document nor the policies and procedures or benefit descriptions contained herein constitute a contract. This means that no promise of any kind is intended by the policies and procedures and benefit descriptions contained in the Manuals. The Company may change or withdraw any policy or procedure contained in the Manuals as well as any other condition of employment (including wages and benefits) without anyone's agreement. With respect to benefits described in the Manuals, if there is a discrepancy between the information provided in the Manuals and the official plan documents/contracts, the official plan documents/contracts will govern.

Nothing in the Manuals should be construed as changing the at will employment relationship between the Company and its employees. This means that the employee may terminate the employment relationship at any time, for any reason, with or without notice. Similarly, the Company may terminate the employment relationship at any time, with or without notice and with or without cause.



Termination

I. Important Notice

EMPLOYEES OF ROCHE ARE CONSIDERED TO BE EMPLOYED AT WILL. THIS MEANS THAT EMPLOYEES MAY TERMINATE THEIR EMPLOYMENT WITH THE COMPANY AT ANY TIME AND FOR ANY REASON. IN ADDITION, THE COMPANY MAY TERMINATE THE EMPLOYMENT OF ITS EMPLOYEES AT ANY TIME, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE.

II. Types of Terminations

A. Voluntary Terminations

Resignation means termination of employment at the initiative of the employee. Employees are encouraged to give no less than two weeks' notice of resignation. Individuals who do not return to work at the conclusion of an approved leave of absence within the established time frame will be considered to have resigned voluntarily as of the end of the approved leave. Normally, such employees will not be eligible for rehire unless approved by Senior Management.

Administrative Separation Following Completion of Temporary Disability Period means the automatic termination of employment which occurs (a) because an individual does not return to work after being released from disability by the employee's physician or a physician who conducted an independent medical examination, or (b) upon completion of 182 calendar days of their Maximum Disability Period (see Income Protection in the Event of Illness or Injury policy for additional information, including how the 182 day period is counted).

An individual whose employment is administratively terminated for failure to return from disability may be considered for rehire or reinstatement if the individual applies for a position for which the individual is qualified, and which is available at the time rehire or reinstatement is sought. These individuals will be considered for available positions for which they apply along with other applicants.

Retirement means termination of active work by the employee under conditions set forth in the Company's Retirement Plan applicable to that employee. The employee will be eligible for those Company benefits provided to its retired employees at the time of retirement.

B. Involuntary Terminations

Reduction in Force / Job Elimination includes the termination of one or more employee(s) at the initiative of the Company due to business conditions, operational or work requirements as a result of reorganization or restructuring that includes the elimination of an individual's job. In these cases, the employee may apply for rehire, if qualified. If rehired within thirty-one (31) days

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of the date of termination for a job elimination, the employee will be reinstated to the original date of hire.

Discharge (Performance) means termination of employment at the initiative of the Company under circumstances generally related to the quality or results of the employee's performance or, where the employee has not satisfactorily met job requirements or performance expectations. Employees terminated for performance will not be eligible for rehire.

Discharge (Disciplinary) means termination of employment at the initiative of the Company for reasons including misconduct or violation of Company policies, procedures or work rules or any business laws or regulations. Such employees will not be eligible for rehire. For additional information pertaining to this type of termination, see Discipline policy.

Discharge (Discretionary) means termination of employment at the discretion of the Company in the exercise of its management prerogative. In these situations, the Vice President, Human Resources generally should be informed prior to discharge. Rehire/reinstatement for employees who were discharged at the Company's discretion requires the approval of the Vice President, Human Resources.

Resignation Requested, Resignation Mutual Agreement means a separation of employment resulting from a request by the Company or by mutual agreement between the Company and the employee. The reason for the involuntary resignation (e.g., performance, discipline, or other applicable reason) must be identified to determine whether or not the employee is eligible for severance pay (see Severance Pay policy). Additionally, these resignations must be approved by the Human Resources Director. Such employees will not be eligible for rehire.

End of Assignment means termination of a regular full-time or part-time employee following a scheduled period of work where the Company has determined it will not continue the assignment and does not reassign or transfer the individual to another position or work location. For purposes of rehire, reinstatement and any severance pay eligibility, such terminations will follow guidelines established for terminations due to the "reduction in force/job elimination."

C. Retirement Following a Termination

Following any type of termination, whether voluntary or involuntary, an employee will be eligible for retirement from the Company if the employee meets the requirements set forth in the Company's Retirement Plan in effect at the time of the termination of employment.

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D. Effective Date of Termination

1. Other Than Retirement

For individuals whose employment terminates for any reason other than a planned retirement, the effective date of termination will be the day following the last day worked. Such individuals may not extend the effective date of their termination by using any leave time, including but not limited to vacation entitlement.

2. Retirement

Individuals who are eligible to retire following any voluntary resignation may use any vacation entitlement they have to extend the period between their last day worked and their termination date. If this is the option chosen, the effective date of termination will be the day following the last day on which they receive vacation pay.

In the alternative, an individual may choose to only work until his/her termination date and receive a lump sum payment for any vacation entitlement. In this case, the employee's effective date of termination will be the day following the last day worked.

Retirements are effective on the first day of the month following the effective date of termination.

III. Administrative Responsibilities

Supervisors and managers must notify their assigned Human Resources Manager of any impending terminations. Human Resources will work with the supervisor or manager to provide instruction and information regarding the termination decisions, reasons for termination, procedures, and plans. The Human Resources Manager will also secure the appropriate approvals from higher management. Additionally, once the termination has been made, the Human Resources Manager is responsible for notifying the appropriate departments of the impending termination (e.g., Employee Health Services, Payroll, Benefits, Information Technology and Security).

IV. Advance Notice / Pay in Lieu of Notice

Common courtesy and good business practice suggest that employees provide the Company with two weeks' notice prior to resignation or retirement. In certain instances, the supervisor may provide two weeks' pay in lieu of working through the notice period.

Similarly, in instances where the Company is terminating the employment relationship, the Company will provide two weeks' notice or, in the alternative, up to two weeks' pay if the Company does not provide a full two week notice period. However, such advance notice and/or pay in lieu of notice may not be provided in cases of disciplinary terminations.